Joint Agency CD NOTE: This document is to be printed on Division of Oil, Gas and Mining letterhead. (Last revised May 9, 2005)

COVER / INSTRUCTION LETTER FOR JOINT CD'S

	(Address)		
	<u> </u>		
Attention:	(Bank Acct. Rep., Branch M	lanager, etc.)	
	cate of Deposit for Mine Site, County, Utah; Principal A		(OGM mine file #),
	ually agreed upon instructions of Bank ("Bank"), rega		-
release of Bank's above-described co			_
guarantee the availability of reclama	tion funds for the		mine
site ("Mine Site"),	Cou	ınty, Utah. I	t is the intention of the
parties that the CD be utilized as sure	ety to guarantee that \$		
in reclamation funds will be available	e to the State of Utah, Division o	f Oil, Gas &	Mining ("Division")
and the	(agency, i.e. BLM,	USFS, etc.) u	pon demand in the
event that the operator(s) of the Mine	e Site are unable or unwilling to o	complete recl	amation of the mine
site in compliance with applicable sta	ate law and regulations.		
Ownership and Renewal:			
Ownership of the CD is retained by		, a	corporation,
and by	, an individu	al(s), (collect	tively ("Owners"), but
it is held by Bank for the benefit of t	he State of Utah, Division of Oil,	Gas & Mini	ng and
(agency) and is subj	ject to the terms and conditions d	escribed in th	nis agreement. The CD
shall automatically renew indefinitel	y until either redeemed or release	ed by both the	e Director of the

Division and the authorized officer of	(agency).
Redemption:	
The CD may only be redeemed (i.e., called on demand	d), pursuant to the written instruction or demand of
both the Director of the Utah Division of Oil, Gas & N	Vining and the authorized officer of
(agency) to the Bank	c. Upon the instruction and demand of the Director
and authorized officer of	(agency), the full initial amount
of the CD shall be transferred to the State of Utah, Div	vision of Oil, Gas and Mining. Owners agree and
irrevocably instruct Bank that neither the Owner(s), ne	or any other person claiming an ownership interest
in the CD which is derived from the Owners, shall have	we the authority to prevent the Bank from carrying
out the Director's instruction to redeem the CD. Upon	n redemption, any accrued interest in excess of the
initial amount of the CD shall be transferred to Owner	es' control, or if Owners do not instruct the Bank,
the accrued interest shall be reinvested in the CD. If a	a signature card is prepared, it shall be drafted
consistent with the requirement that only the Director	of the Division and the authorized officer of
(agency) may redeem the CD.	
Release:	
The bank shall release the CD only upon the written in	nstruction of both the Director of the Division and
the authorized officer of	(agency) to the Bank. Upon release, the terms
and conditions of this agreement are no longer in effect	ct, and the unconditioned control of the CD shall be
returned to the Owners, or their legal successors-in-in	terest.
Accrued Interest:	
Prior to release or redemption, all interest which accru	ues by the CD shall be 1) dispersed quarterly to the
Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the
Owner(s) may instruct the Bank where to transfer such	h interest. In no event shall the Bank transfer any
amount from the CD which would cause the redemption	on amount of the CD to be less than the initial
amount, \$ All tax liabilities fo	or accrued interest shall remain the sole
responsibility of the Owners.	

Agreed Upon By: Date: ______ John R. Baza, Director Utah Division of Oil, Gas & Mining Date: _____ Type the Name & Title of Company Authorized Officer here Type the Company Name here Tax ID Number: _____ Date: _____ Type the Name and Title of Bank Authorized Officer here Type the Name of Bank here

Bank will not be held liable for any dispute between the parties.